

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SELECTIVE INSURANCE COMPANY OF
THE SOUTHEAST and SELECTIVE
INSURANCE COMPANY OF AMERICA,

Plaintiffs,

v.

STEADFAST INSURANCE COMPANY,

Defendant.

CIVIL ACTION NO. 1:19-cv-12294

STEADFAST INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT

Pursuant to Fed. R. Civ. P. 56, the Defendant Steadfast Insurance Company (“Steadfast”) moves for summary judgment on the grounds that there are no issues of material fact and Steadfast is entitled to summary judgment as a matter of law. As grounds for this Motion, Steadfast states that: (1) the underlying claim is precluded from coverage under the Steadfast policy by the exclusion entitled “Aircraft, Auto Or Watercraft”; and (2) the underlying claim is covered under the Selective policy because it arises out of the use of an auto.

In further support of this Motion, Steadfast submits its Memorandum of Law in Support of its Motion for Summary Judgment, Local Rule 56.1 Joint Statement of Material Facts Not in Dispute and the Affidavit of Lincoln A. Rose.

The Defendant,
STEADFAST INSURANCE COMPANY
By its attorneys,

/s/ Lincoln A. Rose
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Dated: December 21, 2020

CERTIFICATE OF SERVICE

I, Lincoln A. Rose, hereby certify that I have, on December 21, 2020, served a copy of the foregoing document, by causing a copy thereof, to be sent electronically, through the ECF system, to the registered participants in this case, as identified on the Notice of Electronic Filing (NEF). Participants in this case not registered on the ECF system, if any, will receive service through regular first-class mail.

/s/ Lincoln A. Rose
Lincoln A. Rose